

LOCAL FORM FOR A CHAPTER 13 PLAN UNDER FEDERAL RULE OF BANKRUPTCY PROCEDURE 3015.1 AND  
ADMINISTRATIVE ORDER NO. 17-04

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN

IN RE:

Dennis M Tyra, Jr.

S.S.# xxx-xx-0761  
Debtor

and

S.S.# \_\_\_\_\_  
Joint-Debtor  
Debtor(s)

CASE NO. **20-52230-MLO**  
CHAPTER 13  
JUDGE **Oxholm**

**PLAN SUMMARY**

*For informational purposes only.*

ACP: 60 Months  
Minimum Plan Length: 60 Months  
Plan payment: \$ 1,953.00 per Month  
Minimum dividend to Class 9 Creditors \$ 0.00  
Percentage of Tax Refunds committed 100

**CHAPTER 13 PLAN**

[ ] Original

**OR** [x] Pre-Confirmation Modification # 2

**I. NOTICES**

TO CREDITORS: YOUR RIGHTS MAY BE AFFECTED BY THIS PLAN. THIS PLAN MAY BE CONFIRMED AND BECOME BINDING WITHOUT FURTHER NOTICE OR HEARING UNLESS A TIMELY WRITTEN OBJECTION IS FILED. READ THIS DOCUMENT CAREFULLY AND CONSIDER SEEKING THE ADVICE OF AN ATTORNEY.

Debtors must check one box on each line to state whether or not the Plan includes each of the following items:		
A. Nonstandard Provisions set out in Section IV. Under Federal Rule of Bankruptcy Procedure 3015(c), a "nonstandard provision" means a provision that is not otherwise included in the approved form for a Chapter 13 Plan in the Eastern District of Michigan.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included
B. A limit on the amount of a secured claim based on a valuation of the collateral for the claim.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included
C. Avoidance of a security interest or lien.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
• IF AN ITEM IS CHECKED AS "NOT INCLUDED" OR IF BOTH BOXES ARE CHECKED, THE PROVISION IS VOID EVEN IF OTHERWISE INCLUDED IN THE PLAN.		
• ANY "NONSTANDARD PROVISION" THAT IS NOT SPECIFICALLY IDENTIFIED IN SECTION IV IS VOID.		
• IF THIS SECTION I INDICATES THAT THIS PLAN DOES NOT INCLUDE ANY "NONSTANDARD PROVISIONS", ANY "NONSTANDARD PROVISIONS" IN THIS PLAN (INCLUDING ANY OTHERWISE SPECIFICALLY LISTED IN SECTION IV) ARE VOID.		

THIS PLAN IS SUBJECT TO AND INCORPORATES BY REFERENCE THE ADDITIONAL STANDARD PROVISIONS WHICH MAY BE FOUND AT [WWW.13EDM.COM](http://WWW.13EDM.COM) or [WWW.MIEB.USCOURTS.GOV](http://WWW.MIEB.USCOURTS.GOV) OR FROM DEBTOR'S COUNSEL UPON WRITTEN REQUEST.

**II. APPLICABLE COMMITMENT PERIOD; PLAN PAYMENTS; PLAN LENGTH; EFFECTIVE DATE AND ELIGIBILITY FOR DISCHARGE:**

- A. ☒ Debtor's Current Monthly Income exceeds the applicable State median income. Debtor's Applicable Commitment Period is 60 months. Debtor's Plan Length shall be 60 months from the date of entry of the Order Confirming Plan.

☐ Debtor's Current Monthly Income is less than or equal to the applicable State median income. Debtor's Applicable Commitment Period is 36 months. Debtor's Plan Length shall be        months from the date of entry of the Order Confirming Plan. **This is a minimum Plan length.** If the Plan has not been completed in the minimum Plan length, the Plan length shall be extended as necessary for completion of the requirements of the Plan; provided that in no event will the Plan term continue beyond 60 months from the date of entry of the Order Confirming Plan. *See Paragraph J of the Additional Terms, Conditions and Provisions for additional information regarding Completion of Plan.*

If neither or both of the above boxes is checked, then the Applicable Commitment Period and the Plan Length shall be 60 months from the date of entry of the Order Confirming Plan.

**B.** Debtor's plan payment amount is **\$901.37** per biweekly.

**C.** Future Tax Refunds. *See Paragraph A of the Additional Terms, Conditions and Provisions for additional information regarding Tax Refunds and Tax Returns.*

**FOR CASES ASSIGNED TO BAY CITY DIVISION:** *Check only one box. If none are checked or more than one box is checked, paragraph 2 shall apply:*

1. ☐ Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future Tax Refunds
2. ☐ Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *does not* include a pro-ration for anticipated Tax Refunds. Debtor will remit 50% of all Federal and State Tax Refunds that debtor receives or is entitled to receive after commencement of the case.
3. ☐ Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *includes* a proration for anticipated Federal Tax Refunds. Debtor will remit 100% of all Federal and State Tax Refunds that debtor receives or is entitled to receive after commencement of the case to the extent the Refund exceeds the sum of twelve times the amount of the Federal and State Tax Refund pro-ration shown in Schedule I.

**FOR CASES ASSIGNED TO DETROIT DIVISION:** *Check only one box. If none are checked or more than one box is checked, paragraph 2 shall apply:*

1. ☐ Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future Tax Refunds.
2. ☒ Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *does not* include a pro-ration for anticipated Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that debtor receives or is entitled to receive after commencement of the case.
3. ☐ Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *includes* a proration for anticipated Federal Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that debtor receives or is entitled to receive after commencement of the case to the extent the Refund exceeds the sum of twelve times the amount of the Federal Tax Refund pro-ration shown in Schedule I.

**FOR CASES ASSIGNED TO FLINT DIVISION:** *Check only one box. If none are checked or more than one box is checked, paragraph 2 shall apply:*

1. ☐ Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future tax refunds.
2. ☐ Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *does not* include a pro-ration for anticipated tax refunds. Debtor will remit 100% of all Federal Tax Refunds that Debtor receives or is entitled to receive after commencement of the case.
3. ☐ Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *includes* a proration for anticipated Federal Tax Refunds. Debtor is not required to remit Federal Tax Refunds in excess of the amount of the proration shown on Schedule I.

**D.** ☐ If the box to the immediate left is "checked", the debtor acknowledges that debtor **is not** eligible for a discharge pursuant to 11 USC §1328.

☐ If the box to the immediate left is "checked", the joint debtor acknowledges that joint debtor **is not** eligible for a discharge pursuant to 11 USC §1328.

- E. ☐ If the box to the immediate left is "checked", the debtor or joint debtor is self-employed **AND** incurs trade credit in the production of income from such employment. Debtor shall comply with the requirements of Title 11, United States Code, and all applicable Local Bankruptcy Rules regarding operation of the business and duties imposed upon the debtor.

**III. DESIGNATION AND TREATMENT OF CLASSES OF CLAIMS:** *See Paragraph F of the Additional Terms, Conditions and Provisions for additional information regarding the order in which claims are to be paid.*

**A. Class One – TRUSTEE FEES** as determined by statute.

**B. Class Two – ADMINISTRATIVE CLAIMS, INCLUDING ATTORNEYS FEES AND COSTS:**

**1. PRE-CONFIRMATION ATTORNEY FEES:** At confirmation of the Plan, Counsel shall elect to either:

- In lieu of filing a separate fee application pursuant to 11 USC §327 and §330, accept the sum of \$ **3500.00** for services rendered plus \$ **0.00** for costs advanced by Counsel, for total Attorney Fees and Costs of \$ **3500.00** through the Effective Date of the Plan. The total Attorney Fees and Costs less the sum paid to Counsel prior to the commencement of this case as reflected in the Rule 2016(b) Statement leaving a net balance due of \$ **3230.00**, will be paid as an Administrative Expense Claim; **or**
- Request an award of compensation for services rendered and recovery of costs advanced by filing a separate Application for Compensation for services rendered up through the date of entry of the Order Confirming Plan pursuant to 11 USC §327 and §330. If Counsel elects to file a fee application pursuant to this sub-paragraph, the Trustee shall escrow \$**3500.00** for this purpose. *See Paragraph B of the Additional Terms, Conditions and Provisions for additional information.*

**2. POST-CONFIRMATION ATTORNEY FEES:** *See Paragraph D of the Additional Terms, Conditions and Provisions for additional information.*

**3. RETENTION OF OTHER PROFESSIONALS FOR POST-PETITION SERVICES:** Debtor ☐ has retained or ☐ intends to retain the services of (name of person to be retained) as (capacity or purpose for retention) to perform professional services post-petition with fees and expenses of the professional to be paid as an Administrative Expense. *See Paragraph C of the Additional Terms, Conditions and Provisions for additional information.*

**4. OTHER ADMINISTRATIVE EXPENSE CLAIMS:** Any administrative expense claims approved by Order of Court pursuant to 11 USC §503 shall be paid as a Class Two administrative claim. *See Paragraph E of the Additional Terms, Conditions and Provisions for additional information.*

**C. CLASS THREE – SECURED CLAIMS TO BE STRIPPED OR AVOIDED FROM THE COLLATERAL AND TREATED AS UNSECURED CLAIMS TO BE PAID BY TRUSTEE.** *See Paragraph G and Paragraph N of the Additional Terms, Conditions and Provisions for additional information.*

**Class 3.1 Liens to be Stripped. 11 USC §506(a).**

<u>Creditor</u>	<u>Collateral</u>
<b>None</b>	

**Class 3.2 Judicial Liens and Non-Possessory, Non-Purchase Money Liens to be Avoided. 11 USC §522(f).**

<u>Creditor</u>	<u>Collateral</u>
<b>-NONE-</b>	

**D. CLASS FOUR - SECURED CLAIMS ON WHICH THE LAST CONTRACTUAL PAYMENT IS DUE BEYOND THE LENGTH OF THE PLAN. 11 USC §1322(b)(5).**

**Class 4.1 Continuing Payments on a claim secured by the debtor's principal residence that come due on and after the date of the Order for Relief.** *(See Paragraph P, Paragraph L and Paragraph EE of the Additional Terms, Conditions and Provisions for additional information).*

<u>Creditor</u>	<u>Collateral</u>	<u>Monthly Payment</u>	<u>Direct or Via Trustee</u>
<b>Figure Lending/figure</b>	<b>620 W Parker Ave. Madison Heights, MI 48071 Oakland County</b>	<b>485.06</b>	<b>Direct- Current and fully secured</b>
<b>Wells Fargo Hm Mortgage</b>	<b>620 W Parker Ave. Madison Heights, MI 48071 Oakland County</b>	<b>836.46</b>	<b>Trustee</b>

**Class 4.2 Pre-Petition Arrearages on a claim secured by the debtor's principal residence to be paid by Trustee:**  
Those amounts which were due as of the filing of the Order for Relief:

<u>Creditor</u>	<u>Collateral</u>	<u>Arrears Amount</u>	<u>Estimated Average Monthly Payment</u>	<u>Months to Cure From Confirmation Date</u>
Wells Fargo Hm Mortgage	620 W Parker Ave. Madison Heights, MI 48071 Oakland County	5,562.64	92.71	60

**Class 4.3 Continuing Payments other than on a claim secured by the debtor's principal residence that come due on and after the date of the Order for Relief.** (See Paragraph P, Paragraph L and Paragraph EE of the Additional Terms, Conditions and Provisions for additional information).

<u>Creditor</u>	<u>Collateral</u>	<u>Monthly Payment</u>	<u>Direct or Via Trustee</u>
-NONE-			

**Class 4.4 Pre-Petition Arrearages other than on a claim secured by the debtor's principal residence to be paid by Trustee: Those amounts which were due as of the filing of the Order for Relief:**

<u>Creditor</u>	<u>Collateral</u>	<u>Arrears Amount</u>	<u>Estimated Average Monthly Payment</u>	<u>Months to Cure From Confirmation Date</u>
-NONE-				

**E. CLASS FIVE - SECURED CLAIMS ON WHICH THE LAST PAYMENT WILL BECOME DUE WITHIN THE PLAN DURATION.** (See Paragraph H, Paragraph L, Paragraph O, and Paragraph S of the Additional Terms, Conditions and Provisions for additional information).

**Class 5.1. Secured Claims not excluded from 11 USC §506 to be paid Equal Monthly Payments. 11 USC §1325(a)(5)(B):**

<u>Creditor/Collateral</u>	Indicate if "crammed" *** or modified	Interest rate (Present Value Rate)	Total to be paid Including Interest	Monthly Payment	<u>Direct or Via Trustee</u>
-NONE-/					

\*\*\* See debtor's Schedule A/B for more information about values.

**Class 5.2. Secured Claims not excluded from 11 USC §506 not to be paid Equal Monthly Payments. 11 USC §1325(a)(5)(B):**

<u>Creditor/Collateral</u>	Indicate if "crammed"***or modified	Interest rate (Present Value Rate)	Total to be paid including interest	Estimated Average Monthly Payment	<u>Direct or Via Trustee</u>
Ally Financial/2015 Cadillac ATS 80000 miles	Crammed	6.00%	16,983.81	339.68	Trustee
City of Madison Heights/620 W Parker Ave. Madison Heights, MI 48071 Oakland County	Modified	12.00%	1,314.23	26.28	Trustee
IRS/620 W Parker Ave. Madison Heights, MI 48071 Oakland County	Modified	5.00%	9,894.81	164.92	Trustee
State of Michigan Dept of Treasury/620 W Parker Ave. Madison Heights, MI 48071 Oakland County	Modified	5.00%	8,099.44	134.99	Trustee

\*\*\* See debtor's Schedule A/B for more information about values.

**Class 5.3. Secured claims excluded from 11 USC §506 by the "hanging paragraph" at the end of 11 USC §1325(a)(9) to be paid "Equal Monthly Payments". 11 USC §1325(a)(5)(B).**

<u>Creditor/Collateral</u>	Indicate if "modified	Interest rate (Present Value Rate)	Total to be paid Including interest	Monthly Payment	<u>Direct or Via Trustee</u>

<u>Creditor/Collateral</u>	Indicate if "modified"	Interest rate (Present Value Rate)	Total to be paid Including interest	Monthly Payment	<u>Direct or Via Trustee</u>
<b>-NONE-</b>					

**Class 5.4. Secured claims excluded from 11 USC §506 by the “hanging paragraph” at the end of 11 USC §1325(a)(9) not to be paid Equal Monthly Payments. 11 USC §1325(a)(5)(B).**

<u>Creditor/Collateral</u>	Indicate if "modified"	Interest rate (Present Value Rate)	Total to be paid Including interest	Estimated Average Monthly Payment	<u>Direct or Via Trustee</u>
<b>-NONE-</b>					

**Class 5.5. Surrender of collateral.** (See Paragraph P of the Additional Terms, Conditions and Provisions for additional information).

The debtor(s) surrenders debtor's interest in the following collateral. Any allowed unsecured claim remaining after disposition of the collateral will be treated as a Class 9 General Unsecured Creditor.

<u>Creditor Name</u>	<u>Description of Collateral</u>
<b>Ally Financial</b>	<b>2015 Chevy Express Van 90000 miles</b>

**F. CLASS SIX – EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES. 11 USC §§365, 1322(b)(7): Debtor assumes the executory contracts and unexpired leases listed in subparagraph 1. (See Paragraph K of the Additional Terms, Conditions and Provisions for additional information).**

**Class 6.1. Continuing Lease/Contract Payments:**

<u>Creditor</u>	<u>Property</u>	Monthly Payment	Lease/Contract expiration date	<u>Direct or Via Trustee</u>
<b>-NONE-</b>				

**Class 6.2. Pre-petition Arrearages on Assumed Executory Contracts and Leases (to be paid by Trustee):**

<u>Creditor</u>	<u>Property</u>	<u>Arrears Amount</u>	Estimated Average Monthly Payment	Months to Cure From Confirmation Date
<b>-NONE-</b>				

**Class 6.3. Debtor rejects the executory contracts and unexpired leases listed in this subparagraph 3. Any unexpired lease or executory contract that is neither expressly assumed in Class 6.1 above or expressly rejected below shall be deemed rejected as of the date of confirmation of debtor's chapter 13 plan to the same extent as if that unexpired lease or executory contract was listed below. (See Paragraph K of the Additional Terms, Conditions and Provisions for additional information):**

<u>Creditor</u>	<u>Property</u>
<b>-NONE-</b>	

**G. CLASS SEVEN – PRIORITY UNSECURED CLAIMS. 11 USC §§507, 1322(a)(2).**

**Class 7.1. Domestic Support Obligations: Continuing Payments that come due on and after the date of the Order for Relief:**

<u>Creditor</u>	<u>Monthly Payment</u>	<u>Direct or Via Trustee</u>
<b>-NONE-</b>		

**Class 7.2. Domestic Support Obligations: Pre-Petition Arrearages due as of the filing of the Order for Relief:**

<u>Creditor</u>	<u>Arrears Amount</u>	Estimated Average Monthly Payment	<u>Direct or Via Trustee</u>
<b>-NONE-</b>			

**Class 7.3. All Other Priority Unsecured Claims [11 U.S.C. §1322(a)(2)]**

<u>Creditor</u>	<u>Amount</u>	<u>Direct or Via Trustee</u>
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Creditor	Amount	Direct or Via Trustee
State of Michigan Dept of Treasury	2,300.00	Trustee

**H. CLASS EIGHT – SEPARATELY CLASSIFIED UNSECURED CLAIMS. 11 USC §1322(b)(1):** *(To be paid by Trustee): (See Paragraph M of the Additional Terms, Conditions and Provisions for additional information):*

Creditor	Amount	Interest Rate	Reason for Special Treatment
-NONE-			

**I. CLASS NINE - GENERAL UNSECURED CLAIMS** *(to be paid by Trustee): – See Paragraph N of the Additional Terms, Conditions and Provisions for additional information.*

☒ This Plan shall provide a total sum for distribution to creditors holding Class 9 General Unsecured claims in an amount that is not less than the Amount Available in Chapter 7 shown on Attachment 1, Liquidation Analysis and Statement of Value of Encumbered Property (the “Unsecured Base Amount”). This Plan shall provide either (i) the Unsecured Base Amount; or (ii) will continue for the full Plan Length as indicated in Paragraph II.A of this Plan, whichever yields the greater payment to Class 9 Unsecured Creditors. *See Attachment 2, Chapter 13 Model Worksheet, Line 8, for additional information concerning funds estimated to be available for payment to Class 9 Unsecured Creditors.*

☐ This Plan shall provide a dividend to holders of Class 9 General Unsecured Claims equal to 100% of allowed claims.

If neither box is checked or if both boxes are checked, then the plan shall pay the Unsecured Base Amount.

☐ If the box to the immediate left is "checked", creditors holding claims in Class Seven, Eight and Nine shall receive interest on their allowed claims at the rate of **0.00%** per annum as required by 11 USC §1325(a)(4).

**IV. Nonstandard plan provisions**

Any “NONSTANDARD PROVISION” THAT IS NOT BOTH INCLUDED IN SECTION 1.A AND SPECIFICALLY STATED IN THIS SECTION IS VOID.

This Plan conforms in all respects to the **Chapter 13 Plan in the Eastern District of Michigan**. Those sections of this Plan that vary from the **Chapter 13 Plan in the Eastern District of Michigan** are listed in this paragraph (any alterations not stated in this section are void): **Paragraph II. B., ; Section V. Paragraphs A, D, F, K, P, U, and X. (see Section IV. for the complete changes to the paragraphs of Section V.) and Section IV as to Format. The specific changes to the standard provisions are indicated below:**

**A. DEBTOR’S OBLIGATION TO REMIT TAX REFUNDS:** Debtor shall not alter any withholding deductions/exemptions without Court approval. If the Internal Revenue Service or any State taxing authority remits to the Trustee any sum which the Debtor is not required to remit pursuant to this Plan, then upon written request of the Debtor and concurrence of the Trustee, the Trustee shall be authorized to refund those sums to the Debtor from funds first available without further motion, notice or Order of Court. The Trustee shall not be required to recoup or recover funds disbursed to creditors prior to receipt of the Debtor’s written request.

If Debtor is married and Debtor’s spouse is not a joint-debtor in this case, Debtor’s Tax Refund(s) for any calendar year shall be 50% of the aggregate net **FEDERAL** Tax Refunds received by Debtor and Debtor’s Non-filing spouse, regardless of whether Debtor and spouse file a joint tax return or file separate tax returns.

**D. POST-CONFIRMATION ATTORNEY FEES & COSTS BY SEPARATE APPLICATION:** Counsel reserves the right to file Applications for compensation for services rendered subsequent to the Confirmation of this Plan. ~~Upon entry of an Order Awarding Post Confirmation Attorney Fees, if debtor’s Plan will not complete within 60 months of the date of the Order Confirming Plan, all unpaid Attorney Fees and costs shall be paid by the Trustee only after a Plan modification that allows debtor’s Plan to complete within 60 months from the date of the Order Confirming Plan is approved with notice as is appropriate to the parties interested.~~

**F. ORDER OF PAYMENT OF CLAIMS:** All claims for which this Plan proposes payment through the Trustee shall be paid in the following order to the extent that funds are available:

- Level 1: Class 1
- Level 2: Class 2.1 and 2.2
- Level 3: Class 2.3 and 2.4
- Level 4: Classes 4.1 & 4.3
- Level 5: Classes 5.1, 5.3 and 6.1
- Level 6: Class 5.2, 5.4 and 6.2
- Level 7: Class 4.2 and 4.4
- Level 8: Class 7
- Level 9: Classes 3.1, 3.2, 5.5, 6.3, 8.9.

Each level shall be paid as provided in this Plan before any disbursements are made to any subordinate class. If there are not sufficient funds to pay all claims within a level, then the claims in that level shall be paid *pro rata*.

**K. EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES:**

2. Upon rejection of any Executory Contract or Unexpired Lease, the property and debtor's interest in the rejected executory contract or unexpired lease will no longer be property of the estate and the stay under 11 USC §362(a) ~~and the co-debtor stay under 11 USC §1301~~ shall automatically terminate as to such property. Any claims arising from the rejection of an executory contract or unexpired lease shall be treated as a general unsecured claim in Class Nine, subject to further Order of Court. ***Any Proof of Claim or Amended Proof of Claim for a deficiency, arising under this Paragraph, shall be filed within sixty (60) days of disposition of the collateral.***

**P. SURRENDER OF COLLATERAL:** Those claims that are treated pursuant to 11 USC §1325(a)(5)(C) (surrender of collateral) are so designated in Class 5.5 of the Plan. Upon confirmation, the Automatic Stay ~~and co-debtor Stay~~ is lifted as to the collateral and any creditor holding a lien on the collateral and the collateral shall no longer constitute property of the estate. No disbursements shall be made by the Trustee to any creditor whose claim is secured by the collateral being surrendered unless the holder of such claim files a Proof of Claim (or Amended Proof of Claim) after the Effective Date of the Plan setting forth the amount of any deficiency remaining after disposition of the collateral. Any allowed deficiency claim shall be paid as a general unsecured claim in Class 9 of the Plan. *See Federal Rule of Bankruptcy Procedure 3002.1. Any Proof of Claim or Amended Proof of Claim for a deficiency, arising under this Paragraph, shall be filed within sixty (60) days of the disposition of the collateral.*

**U. DEBTOR DUTY TO MAINTAIN INSURANCE – REMEDY FOR FAILURE TO MAINTAIN INSURANCE:** Debtor shall maintain all insurance required by law and contract upon property of the estate and the debtor's property.

~~**I.** After confirmation of this Plan, if the debtor fails to maintain insurance as required by law or contract, any party in interest may submit a notice of default, served on debtor, debtor's counsel and the Chapter 13 Trustee, permitting 10 days from service of the notice in which to cure the default. If the default is not cured within the time permitted, the party in interest may submit an Order Granting Relief from the Automatic Stay as to the collateral to the Court along with an affidavit attesting to the debtor's failure to cure, and the Stay may thereafter be lifted without further motion, notice or hearing.~~

**X. DEADLINES IN EVENT OF CONVERSION:** In the event of conversion of this case to a case under Chapter 7 of the United States Bankruptcy Code, the rights of the Chapter 7 Trustee and all creditors (including but not limited to the right to object to exemptions and the right to object to discharge pursuant to 11 USC §727 and/or dischargeability pursuant to 11 USC §523) will be determined as if the Petition was filed on the date of conversion, **subject to the exceptions of Fed.R.Bankr.P. 1019(2)(B).** The date of the Order converting this case to one under Chapter 7 will be treated as the date of the Order For Relief and all applicable deadlines shall be determined as if the post-conversion Meeting of Creditors pursuant

to 11 USC §341 was the initial Meeting of Creditors, **subject to the exceptions of Fed.R.BankrP. 1019(2)(B).**

**I, Brian Joel Small P-46901, Attorney for Debtor (or Debtor if not represented by an attorney), certify that this Plan contains no "Nonstandard Provisions" other than those set out in Section IV above.**

/s/ Brian Joel Small

**Brian Joel Small P-46901**

Attorney for Debtor

**30150 Telegraph Rd.**

**Suite 444**

**Bingham Farms, MI 48025**

Street Address

**Bingham Farms, MI 48025-0000**

City, State and Zip Code

**bankruptcy@thavgross.com**

E-Mail Address

**(248) 645-1700**

Phone Number

/s/ Dennis M Tyra, Jr.

**Dennis M Tyra, Jr.**

Debtor

Joint Debtor

**January 4, 2021**

Date



# ATTACHMENT 1

## LIQUIDATION ANALYSIS AND STATEMENT OF VALUE OF ENCUMBERED PROPERTY:

TYPE OF PROPERTY	FAIR MARKET VALUE	LIENS	DEBTOR'S SHARE OF EQUITY	EXEMPT AMOUNT	NON-EXEMPT AMOUNT
<b>PERSONAL RESIDENCE</b>					
620 W Parker Ave. Madison Heights, MI 48071 Oakland County	175,000.00	151,831.60	23,168.40	23,168.40	-1,981.60
<b>PERSONAL RESIDENCE (total)</b>	175,000.00	151,831.60	23,168.40	23,168.40	0.00
<b>REAL ESTATE OTHER THAN PERSONAL RESIDENCE</b>	0.00	0.00	0.00	0.00	0.00
<b>HHG/PERSONAL EFFECTS</b>					
Household goods and furnishings	5,000.00	0.00	5,000.00	5,000.00	0.00
<b>HHG/PERSONAL EFFECTS (total)</b>	6,950.00	0.00	6,950.00	6,950.00	0.00
<b>JEWELRY</b>	0.00	0.00	0.00	0.00	0.00
<b>CASH/BANK ACCOUNTS</b>					
Cash	50.00	0.00	50.00	50.00	0.00
Checking: Main Street Bank	200.00	0.00	200.00	200.00	0.00
Checking and Savings: Chase Bank	225.00	0.00	225.00	225.00	0.00
<b>CASH/BANK ACCOUNTS (total)</b>	475.00	0.00	475.00	475.00	0.00
<b>VEHICLES</b>					
2015 Cadillac ATS 80000 miles	15,000.00	24,738.00	0.00	0.00	0.00
2015 Chevy Express Van 90000 miles	9,000.00	13,270.00	0.00	0.00	0.00

2004 Buick Rendevous 12000 miles	1,500.00	0.00	1,500.00	1,500.00	0.00
<b>VEHICLES (total)</b>	<b>25,500.00</b>	<b>38,008.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>0.00</b>
<b>OTHER (itemize)</b>					
Guardian Life Insurance- Term Policy- No cash Value Beneficiary: Tessa Tyra and Maria Tyra	0.00	0.00	0.00	0.00	0.00
<b>OTHER (total)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Amount available upon liquidation .....	\$	<u>0.00</u>
Less administrative expenses and costs .....	\$	<u>0.00</u>
Less priority claims .....	\$	<u>2,300.00</u>
Amount Available in Chapter 7 .....	\$	<u>0.00</u>

**ATTACHMENT 2**

CHAPTER 13 MODEL WORKSHEET  
LOCAL BANKRUPTCY RULE 3015-1(B)(2) E.D.M

1.	Proposed length of Plan:	<u>60</u>	months	
2.	Initial Plan Payment:			
	\$1,953.00 per month x 60 months = \$117,180.00 (subtotal)			
3.	Additional Payments:	\$	<u>                    </u>	per=(subtotal) <u>                    </u>
4.	Lump sums payments			<u>\$0.00</u>
5.	Total to be paid into Plan (total of lines 2 through 4)			<u>\$117,180.00</u>
6.	Estimated disbursements other than to Class 9 General Unsecured Creditors			
	a. Estimated Trustee Fees		<u>\$8,202.60</u>	
	b. Estimated Attorney Fees and costs through confirmation of plan		<u>\$0.00</u>	
	c. Estimated Attorney Fees and costs post-confirmation through duration of Plan		<u>\$8,000.00</u>	
	d. Estimated fees of other Professionals		<u>\$0.00</u>	
	e. Total mortgage and other continuing secured debt payments		<u>\$50,187.60</u>	
	f. Total non-continuing secured debt payments (including interest)		<u>\$36,292.29</u>	
	g. Total priority claims		<u>\$2,300.00</u>	
	h. Total arrearage claims		<u>\$5,562.64</u>	
7.	Total disbursements other than to Class 9 General Unsecured Creditors (Total of lines 6.a through 6.h)	\$	<u>110,545.13</u>	
8.	Funds <i>estimated</i> to be available for Class 9 General Unsecured Creditors (Line 5 minus Line 7)	\$	<u>6,634.87</u>	
9.	Estimated dividend to Class 9 General Unsecured Creditors in Chapter 7 proceeding (see Liquidation Analysis on page 6)	\$	<u>0.00</u>	

COMMENTS: